

Exhibit K

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

PROXENSE, LLC,

Plaintiff,

vs.

SAMSUNG ELECTRONICS, CO., LTD.
AND SAMSUNG ELECTRONICS
AMERICA, INC.,

Defendant.

Case Nos. 6:21-cv-00210-ADA

JURY TRIAL DEMANDED

SAMSUNG’S PROPOSED CLAIM CONSTRUCTIONS

Pursuant to the Proposed Scheduling Order governing this action, Defendants Samsung Electronics, Co., Ltd. and Samsung Electronics America, Inc. (collectively, “Samsung” or “Defendants”) hereby provide their proposed claim constructions.

Samsung’s proposed claim constructions are based upon information currently available to it. Claim construction discovery is in its early stages, and Samsung’s investigation of Plaintiff Proxense, LLC (“Proxense” or “Plaintiff”)’s claims is ongoing. Proxense’s Infringement Contentions are also vague and deficient. The Infringement Contentions do not adequately disclose Plaintiff’s infringement theories and claim interpretations. Samsung will amend or supplement its identification of proposed terms and claim elements for construction in the event it obtains or discerns additional information through further investigation, discovery, or disclosure from Plaintiff or from third parties.

Samsung’s proposed claim constructions are limited to the patent claims identified in Proxense’s Infringement Contentions served on July 1, 2021. In the event Proxense later

attempts to assert that other claims are infringed, or in the event other claims become relevant, Samsung reserves the right to propose claim terms and elements for construction for, and in light of, such additional claims.

In the instances in which Samsung identifies a phrase below as a proposed phrase for construction, Samsung identifies for potential construction both the individual words within the phrase and the phrase as a whole and reserves the right to define any words, terms, or phrases falling within the larger phrase. The inclusion of any claim terms, phrases, or clauses on this list is not intended, and should not be construed to mean, that any such terms, phrases, or clauses have a special or uncommon meaning. Additionally, the inclusion of any claim terms, phrases, or clauses on this list is not intended to and does not constitute an admission that the term or phrase is capable of construction and not indefinite under 35 U.S.C. § 112, lacking enablement or adequate written description, or otherwise incapable of construction. Defendants reserve the right to contest any such terms and the validity of any claim of the patents-in-suit.

This list is preliminary and Samsung reserve the right to add, delete, and/or amend claim terms from the list based on, without limitation, the list(s) propounded by Plaintiff, the conferences called for by the Order Governing Proceedings, or any information learned throughout the course of discovery. Samsung reserve the right to include Plaintiff's proposed claim terms, phrases, or clauses in their list.

I. CLAIM TERMS AND PHRASES

	US 8,352,730: Claim Terms and Phrases	
1.	<p>“Persistently storing . . . a tamper proof format written to a storage element on the integrated device that is unable to be subsequently altered” (Claims 1, 15) / “a tamper proof format written to the memory that is unable to be subsequently altered” (Claim 8)</p> <p>Also:</p> <p>“Persistently storing”</p> <p>“tamper proof”</p>	<p>“Permanently storing in a form that prevents subsequent writing to store new data or modifications to existing data”</p>
2.	<p>“device ID Code” (Claims 1, 3, 8, 10, 12, 15)</p>	<p>“the device-specific code that identifies the device”</p>
3.	<p>“receiving an access message from the agent allowing the user access to an application” (Claims 1, 8, 15) / “receiving an access message from the agent” (Claim 12)</p> <p>Also:</p> <p>“access message”</p>	<p>“receiving a signal from the agent permitting a user to access an application” / “receiving a signal from the agent permitting a user to access”</p> <p>“a signal permitting a user to access”</p>
4.	<p>“wherein the biometric data and the scan data are both based on a fingerprint scan by the user” (Claim 5)</p>	<p>Invalid under §112 ¶4</p>
5.	<p>“third-party trusted authority” (Claims 1, 8, 12, 15)</p>	<p>No construction needed</p>

	US 9,298,905: Claim Terms and Phrases	
1.	<p>“persistently storing” (Claim 1) / “persistently stores” (Claims 9, 13)</p>	<p>“Permanently storing in a form that prevents subsequent writing to store new data or modifications to existing data”</p>
2.	<p>“ID Code” (Claim 1-3, 8-11, 13, 14)</p>	<p>“the device-specific code that identifies the device”</p>

	US 9,298,905: Claim Terms and Phrases	
3.	<p>“an access message from the third-party trusted authority-indicating that the third-party trusted authority successfully authenticated the ID code” (Claims 1, 9, 13)</p> <p>Also:</p> <p>“access message”</p>	<p>“a signal permitting a user to access from the third-party trusted authority-indicating that the third-party trusted authority successfully authenticated the ID code”</p> <p>“a signal permitting a user to access”</p>
4.	“third-party trusted authority” (Claims 1, 9, 10, 13)	No construction needed

	US 10,698,989: Claim Terms and Phrases	
1.	“persistently storing” (Claim 1) / “persistent storage” (Claim 5) / “persistently stores” (Claim 7)	“Permanently storing in a form that prevents subsequent writing to store new data or modifications to existing data”
2.	“ID Code” (Claim 1, 2, 4-8)	“the device-specific code that identifies the device”
3.	“a transaction being completed responsive to the third-party trusted authority successfully authenticating the ID code” (Claims 1, 5) / “a transaction is completed responsive to successful authentication of the ID code” (Claim 7)	“a transaction being completed after receiving a signal from the third-party trusted authority permitting a user to access” / “a transaction is completed after receiving a signal permitting a user to access”
4.	“third-party trusted authority” (Claims 1, 4-7)	No construction needed

	US 9,049,188: Claim Terms and Phrases	
1.	“hybrid device” (Claims 1-12, 15, 20)	Indefinite
2.	“personal digital key” (Claims 1, 10)	“a device that includes an antenna, a transceiver for communicating with the RDC and a controller and memory for storing information particular to a user”
3.	“biometric information” (Claims 1, 4, 10, 13)	“the fingerprint, palm print, retinal scan, iris scan, photograph, signature, voice sample, or DNA/RNA information that uniquely identifies an individual”
4.	“financial information” (Claims 5, 6, 14, 17)	“purchasing account numbers, such as the debit card, ATM card, or bank account numbers”

	US 9,049,188: Claim Terms and Phrases	
5.	“receiver-decoder circuit” (Claims 1, 10)	“a device that provides a wireless interface to the PDK”
6.	“inheritance information” (Claims 9, 18)	“information that is received from a predecessor device”
7.	“receiving a first signal at the integrated RDC” (Claim 10)	“receiving secure information at the integrated RDC”
8.	“enablement signal” (Claims 10-12, 17)	No construction needed

	US 9,235,700: Claim Terms and Phrases	
1.	“hybrid device” (Claims 1-13, 16)	Indefinite
2.	“personal digital key” (Claims 1, 11)	“a device that includes an antenna, a transceiver for communicating with the RDC and a controller and memory for storing information particular to a user”
3.	“biometric information” (Claims 4, 14)	“the fingerprint, palm print, retinal scan, iris scan, photograph, signature, voice sample, or DNA/RNA information that uniquely identifies an individual”
4.	“financial information” (Claims 1, 5, 6, 11, 15, 18)	“purchasing account numbers, such as the debit card, ATM card, or bank account numbers”
5.	“receiver-decoder circuit” (Claims 1, 11)	“a device that provides a wireless interface to the PDK”
6.	“inheritance information” (Claims 9, 19)	“information that is received from a predecessor device”
7.	“receiving a first signal at the integrated RDC” (Claim 11)	“receiving secure information at the integrated RDC”
8.	“enablement signal” (Claims 11-13, 18)	No construction needed

Dated: September 30, 2021

/s/ Victoria F. Maroulis

Kevin P.B. Johnson

kevinjohnson@quinnemanuel.com

Victoria F. Maroulis

victoriamaroulis@quinnemanuel.com

Mark Tung

marktung@quinnemanuel.com

Quinn Emanuel Urquhart & Sullivan, LLP

555 Twin Dolphin Drive, 5th Floor

Redwood Shores, CA 94065

Telephone: (650) 801-5000

Facsimile: (650) 801-5100

Sean Pak

seanpak@quinnemanuel.com

Quinn Emanuel Urquhart & Sullivan, LLP

50 California Street, 22nd Floor

San Francisco, CA 94111

Telephone: (415) 875-6600

Facsimile: (415) 875-6700

Marissa Ducca

marissaducca@quinnemanuel.com

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street NW, Suite 900

Washington, DC 20005

Telephone: (202) 538-8000

Facsimile: (202) 538-8100

Scott L. Cole

scottcole@quinnemanuel.com

Quinn Emanuel Urquhart & Sullivan, LLP

201 West 5th Street

11th Floor

Austin, TX 78701

Telephone: (737) 667-6104

*Counsel for Defendants Samsung Electronics, Co., Ltd.
and Samsung Electronics America, Inc.*

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above and foregoing document was served on counsel for plaintiff Proxense via electronic delivery on September 30, 2021.

/s/ Joshua M. Scheufler
Joshua M. Scheufler
joshuascheufler@quinnemanuel.com
555 Twin Dolphin Drive, 5th Floor
Redwood Shores, CA 94065
Telephone (650)-801-5010
Facsimile: (650)-801-5100